

REQUEST FOR PROPOSAL
The Town of Smithfield, Virginia

Notice is hereby given that the Town of Smithfield, Virginia, is seeking proposals for **ELEVATED WATER STORAGE TANK RENOVATIONS, REPAINTING SERVICES, AND FULL SERVICE MAINTENANCE PROGRAM.**

Proposals will be received at the Town of Smithfield, Department of Planning, Engineering and Public Works, 310 Institute Street, Smithfield, Virginia, 23430, until **12:00 p.m. on September 30, 2011.** *Deadline for questions is September 16, 2011.* Five (5) original copies of the proposal shall be submitted, sealed, and mailed or delivered to be received no later than the above time and date. All information regarding opening date and description of the proposal must be listed on the outside of the envelope. Additionally, the submitter's name and return address must appear on the container. Proposals will be recorded and turned over to The Town of Smithfield for evaluation.

Contractors interested in this Request for Proposals (RFP) may obtain a copy of the RFP from Ms. Sonja Pruitt at (757) 365-4272 or spruitt@smithfieldva.gov.

The Town of Smithfield reserves the right to waive informalities in any proposal and to reject any or all proposals in whole or in part with or without cause and/or to accept the proposal that in its judgment will be in the best interest of The Town of Smithfield irrespective of cost.

REQUEST FOR PROPOSAL

GENERAL INFORMATION

BACKGROUND

The Town of Smithfield (hereinafter referred to as “Town”) is soliciting proposals from qualified Contractors for Renovation and Full Service Maintenance Program for four (4) potable water storage tanks. The work shall include, but not be limited to, the renovation, repair, repainting, inspection, washout and preventative maintenance of the four (4) water tanks in the Town’s municipal system. The tanks can be identified as follows:

70,000 Gallon Elevated Cary Street Tank

150,000 Gallon Elevated Wilson Road Tank

400,000 Gallon Elevated Church Street Tank

500,000 Gallon Elevated Battery Park Road Tank

This RFP does not constitute a bid or contract for services. It is the intent of the RFP to determine the most qualified Contractor to which the Town could contract these services. The Town will decide which Contractor or Contractors will be selected to enter into negotiations with the Town for such a contract. The most qualified Contractor will be selected based on financial condition, references, emergency response time, existing services currently under contract elsewhere, exceptions taken to the contract language proposed in this RFP, among other factors.

Interviews with select contractors will be held October 11 and October 12, 2011.

SCOPE

It is the intent of the Town to contract for the renovation and full service perpetual maintenance program with a Contractor that will provide:

- All engineering services specific to the maintenance of existing water storage tanks identified above.

- All inspection services of all water storage tanks identified above.
- All repair and renovation services for all water storage tanks identified above.
- All painting services for three of the water storage tanks identified above.

All prospective Contractors must attend a mandatory pre-proposal site visit of each tank. The site visit will be held at **10:00 a.m.** on **August 29, 2011** and will begin at the South Church Street tank located at 1802 D S Church Street. Each tank may be visually inspected at that time. **All requests to climb tanks must be submitted separately and prior to pre proposal meeting to the attention of Sonja Pruitt.** A Pre-Maintenance Inspection Report performed in April, 2010 will be available for review at the Town offices. The report contains analytical laboratory reports for paint chips taken from the exterior of each tank. Results indicate levels of chromium and lead in excess of reporting limits on the Cary Street Tank and Wilson Street Tank, and lead only on the Church Street Tank. Additional testing will be required by the successful Contractor prior to repainting of the tanks for confirmation of hazardous content of existing painting systems.

ITEMS TO BE ADDRESSED IN RFP

The proposal shall address all of the information outlined herein. Additionally, each prospective Contractor may include such other information as he or she deems pertinent to the proper evaluation of their proposal. Typewritten proposals only shall be submitted, bound to create a single document containing all required material.

The details of this proposal shall include information on all of the following items:

- A. Proposal shall include an informative narrative report introducing your company. A statement of qualifications and resume detailing the experience of all individuals responsible for providing service under this contract should be submitted. Summary resumes of all full time employees dedicated to technical services (engineers and N.A.C.E. Level Three certificated employees) are mandatory. Engineers must be licensed

in the State of Virginia. A copy of the Virginia State Contractor's License **MUST BE** included in the response to this RFP with a suggested bid limit of unlimited.

- B. Proposal shall include the details of appropriate work and renovation plan for the tanks as described in Appendix A "Scope of Work and Schedule of Fees". The cost for each task shall be filled in next to each item. These fees are nonbinding and will be used by the Town for budgeting purposes.
- C. Contract Administration: Work to be performed under this program will be administered by the Town on a task by task basis as identified in Appendix A. Letter proposals for each task or combination of tasks will be requested by the Town based on the approximate schedule. Work on each task shall not take place until the letter proposal, scope of work and associated fee has been approved by the Town. Individual fees and payment terms for each task will be negotiated with the Town as part of the letter proposal process.
- D. The methodology for the handling and disposing of hazardous wastes should be explained.
- E. A list of systems that are currently being maintained under a full service maintenance program by the Contractor should be submitted. Include the name of the system, person of contact, address, telephone number, and number of tanks in each system under full service maintenance contract.
- F. A list of references who can attest to the Contractor's ability to handle the structural renovations shall be provided. Include the name and telephone number of the reference. A minimum of five references shall be submitted.
- G. Proposal shall describe the degree of inspection and repair services the Town could expect under the terms of the maintenance contract. The tanks shall be inspected at the frequency indicated in Appendix A and shall include a complete report and photographs

provided to the Town. The tanks shall be washed out and inspected a minimum of every five years and a detailed report with photographs shall be submitted to the Town.

- H. All proposals shall address the requirements to assume sole responsibility for all corrections and repairs to any water storage tank necessitated by acts of vandalism or through normal deterioration.
- I. All proposals shall include a comprehensive statement regarding the Contractor's ability to provide emergency repair service.
- J. A detailed proposal shall adhere to the specifications given in the Schedule of Work. All surface preparation and coatings specified shall be strictly adhered to; there will be no variance. All rules and regulations of the Virginia Department of Health and OSHA will be strictly adhered to. Additionally, a method for determining the scheduling for future repainting should be addressed for the tanks.
- K. All permits or approvals required by the Commonwealth of Virginia to provide these services will be the responsibility of the successful Contractor. All required state permits shall be obtained by the Contractor. Copies of approvals shall be submitted to the Town prior to beginning work. Each Contractor shall employ on staff a Professional Engineer registered in the State of Virginia to provide all required engineering services in conjunction with the RFP.
- L. Wireless Communication Equipment: It will be the responsibility of the Contractor to coordinate any relocation of communication equipment directly with the wireless communication companies or other parties who may have antennas installed on the tanks. It shall be the responsibility of the Provider to recover any compensation to which the provider feels entitled directly from said companies or parties without involvement from the Town (e.g. damage to the tank coating during antenna installation, etc.).

- M. Performance and Payment Bonds: At the Owner's discretion, performance and payment bonds may be required on a task by task basis. Contractor shall be capable of obtaining bonds with a value of one hundred percent (100%) of each individual task identified in Appendix A.
- N. Acceptance of Work: The Town reserves the right to halt any renovation project during surface preparation and coating application so that the Town may monitor workmanship. No renovation project will be considered complete until it is approved and accepted by the Town.
- O. Contract Term: The Town wishes to enter into an exclusive eight (8) year agreement with the successful Contractor.
- P. The estimated pricing to be provided in Appendix A shall account for inflationary increases over the contract term. The pricing shall be used for budgetary purposes.
- Q. Each Contractor shall submit a formal document stating company policy on all safety procedures. Document procedures to include workers protection, confined space, fall protection, general safety procedures, and work around communications antennas.
- R. Insurance: Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work.

If a part of this Contract is sublet, the Contractor shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime Contractor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the Town officials before the policy is canceled or changed. No Contractor or subcontractor will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by the Town officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name the Town as additional insured. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds of insurance.

1. Workman's Compensation and Employer's Liability Insurance

This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The liability limits shall not be less than the required Statutory Limits for Workmen's Compensation and Employer's Liability in the amount of \$1,000,000 Each Accident.

2. Contractor's Comprehensive General Liability Insurance

This insurance shall cover all operations in connection with the performance of this Contract in amounts not less than the following: Coverage in the amount of \$1,000,000 for each occurrence and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate for claims by third parties for bodily injury, property damage or personal injury. Coverage shall be provided on an occurrence form, not claims made. No exclusions or limitations related to height of work will be allowed. The Comprehensive General Liability policy carried by both the prime contractor and the

subcontractors shall be maintained by the contractor for at least two years after completion of services.

3. Automotive Liability

The Contractor shall maintain automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury or property damage liability to protect him from any and all claims arising from the use of the following:

- a) Contractor's own automobile and trucks.
- b) Hired/leased or rented automobiles and trucks.

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

4. Owner's Protective Liability Policy

The Contractor shall maintain Owner's Protective Liability Insurance with the Town, and their servants, agents, and employees as insured in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

5. Builder's Risk Insurance

Until the project is completed and is accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime Contractor, and subcontractors as their interest may appear.

6. Pollution Liability

This insurance shall cover Pollution Liability in amounts of no less than \$5,000,000.

7. Contractor's Professional Liability

This insurance shall cover Contractors Professional Liability in amounts of no less than \$2,000,000.

AFFADIVIT

I, _____, being an authorized representative of
_____, located in the Town/City/County of
_____, State _____, Zip Code _____, Phone
_____, have read and understood the contents of the formal proposal and
hereby submit our proposal accordingly as of this date _____.

Signature of Authorized Representative

Attest

APPENDIX A
SCOPE OF WORK AND SCHEDULE OF FEES